WE , the said WALLACE E. KEY JR. AND WIFE ONEAN G.KEY , do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ 3000.00 until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear.

WE further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case WE fail to do either, then the said Trustee or the lawful owner and holder of said notes, or any of them, may do any or all of these things and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment.

Now, if WE , the said WALLACE E. KEY JR. AND WIFE ONEAN G.KEY , shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured as aforesaid, then this trust conveyance shall be of no further force or effect. But if WE fail to pay any one of said notes or part thereof promptly at maturity, or if, failing to pay taxes, keep up repairs, or keep said premises insured as herein provided, WE fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once without notice, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the south door of the Courthouse in said County to the highest bidder, for cash, at public outcry, free from the equity of redemption, homestead, dower, and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this trust conveyance.

WE agree that the Trustee may, at any time after default in payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. WE further agree that in the event the Trustee fails before selling said property as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien, as herein provided; also reasonable attorney's fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance or the enforcement of said lien; also the expenses of any such litigation.

2nd. To the payment of all taxes which may be unpaid on said premises.

3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.

4th. The residue, if any, will be paid to WALLACE E. KEY JR. AND WIFE ONEAN G.KEY, - representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or if more than one, then the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing, to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to FRANK G.MADDUX Trustee, shall be vested in said successor.

~~Said Trustee shall execute this trust without being required to give bond, and he shall not be required to file any account of settlement in relation to his trusteeship.~~

In Witness Whereof, We, the said ALTON B.SCOTT AND WIFE JULIA L. SCOTT AND MAUDINE SCOTT WILLIAMS and WALLACE E. KEY JR. AND WIFE ONEAN G.KAY , hereunto set our hands at NASHVILLE, , Tennessee, this the 15TH day of SEPTEMBER , 1944.

ALTON B.SCOTT
JULIA L.SCOTT
MAUDINE SCOTT WILLIAMS
WALLACE E. KEY JR
ONEAN G.KEY.

STATE OF TENNESSEE, DAVIDSON COUNTY.

Personally appeared before me, HERBERT N.JORDAN, , a Notary Public in and for said County and State, the within named ALTON B.SCOTT AND WIFE, JULIA L.SCOTT AND WALLACE E.KEY, JR. AND WIFE, ONEAN G.KEY the bargainor S , with whom I am personally acquainted, and who acknowledged that THEY executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at Nashville, Tennessee, this 7TH day of SEPTEMBER 1944.

My commission expires JAN. 7, 1945.

(Seal) HERBERT N.JORDAN, Notary Public.

ALABAMA, JEFFERSON
STATE OF ~~TENNESSEE, DAVIDSON~~ COUNTY.

Personally appeared before me, M.E. GILCHRIST, , a Notary Public in and for said County and State, the within named MAUDINE SCOTT WILLIAMS the bargainor , with whom I am personally acquainted, and who acknowledged that SHE executed the within instrument for the purposes therein contained.

And , of the said having appeared before me privately and apart from husband , the said , acknowledged the execution of the said instrument to have been done by freely, voluntarily, and understandingly, without compulsion or constraint from said husband , and for the purposes therein expressed.

Witness my hand and official seal at ~~Nashville, Tennessee,~~ BIRMGHAM ALABAMA this 5 day of OCT. 1944.

My commission expires NOV. 19, 1946.

(Seal) M.E.GILCHRIST, Notary Public.

U.S.R.S. $3.85
RECD OCTOBER 9, 1944 AT 9:56 A.M.

BROWN-MARSHALL & DODDS CO. NASHVILLE

INSTALLMENT DEED

Book No. 1302

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND FIFTY AND NO/100 DOLLARS, of which ONE HUNDRED FIFTY AND NO/100 DOLLARS has been paid in cash by PAUL D. BARRY AND WIFE ETHEL MAE BARRY, , the receipt of which is hereby acknowledged, and for the remainder NINE HUNDRED AND NO/100 DOLLARS the said PAUL D. BARRY AND WIFE ETHEL MAE BARRY, HAVE OF EVEN DATE HEREWITH EXECUTED THEIR THREE JOINT PROMISSORY NOTES IN THE SUM OF $300.00 EACH PAYABLE TO THE ORDER OF W.C. HAGAN, WITH INTEREST FROM DATE AT THE RATE OF SIX PER CENT PER ANNUM. THE FIRST OF SAID NOTES FALLS DUE ON OR BEFORE THE EIGHTEENTH DAY OF JANUARY 1945, AND THE SECOND ON OR BEFORE THE EIGHTEENTH DAY OF MAY 1945, AND THE THIRD ON OR BEFORE THE EIGHTEENTH DAY OF SEPTEMBER 1945,

all of said notes bearing six per cent interest from date, and providing for payment of attorney's fees; and to secure the payment of said notes principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed WE, W.C.HAGAN, AND WIFE LEILA HAGAN have this day bargained and sold, and do hereby transfer and convey, unto the said PAUL D. BARRY AND WIF ETHEL MAE BARRY THE IR, heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

BEING LOTS 2,3, AND 4 IN W.C. HAGAN'S RESUBDIVISION OF LOTS 59,60, 109 AND 110, MAPLEWOOD HEIGHTS SUBDIVISION , A PLAN OF WHICH IS OF RECORD IN BOOK 974, PAGE 51, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

SAID LOTS 2,3, AND 4 ADJOIN AND FRONT TOGETHER 300 FEET ON THE NORTHERLY SIDE OF VIRGINIA AVENUE AND RUN BACK BETWEEN PARALLEL LINES 190 FEET TO A DEAD LINE, AND MEASURES 300 FEET THEREON.

BEING PART OF THE SAME PROPERTY CONVEYED TO W.C.HAGAN BY DEED FROM J.E.SAUNDERS, AND WIFE OF RECORD IN BOOK 670, PAGE 731, REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title, and interest thereto belonging, to the said PAULD. BARRY AND WIFE ETHEL MAE BARRY, THE IR, heirs and assigns, forever, WE covenant that WE ARE lawfully seized and possessed of said real estate in fee simple, have good right to convey it, and that the same is unencumbered. -----

WE further covenant and bind OURSELVES OUR heirs and representatives, to warrant and forever defend the title to said real estate to said PAUL D. BARRY AND WIFE ETHEL MAE BARRY THE IR, heirs and assigns, against the lawful claims of all persons.

And now, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of said notes as they mature, as hereinafter provided, and for the consideration of One Dollar to US in hand paid WE , the said PAUL D. BARRY AND WIFE ETHEL MAE BARRY do hereby transfer and convey unto M.N.YOUNG, , Trustee, his successors and assigns, the real estate herein before described, with the appurtenances, estate, title, and interest thereto belonging, for the purposes aforesaid only.

I certify that I am the within named bargainor, that I have the right to convey the within described property, that the title thereto is unincumbered, and that I will warrant and forever defend the same against the lawful claims of all persons.

Affiant.

STATE OF TENNESSEE
DAVIDSON COUNTY

Before me, a Notary Public of said County and State, personally appeared W.C.HAGAN, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Nashville, Tennessee, this 7 day of OCT. 1944.

My commission expires 2-24-1945

Notary Public.

STATE OF TENNESSEE
DAVIDSON COUNTY

Before me, a Notary Public of said County and State, personally appeared LEILA HAGAN, the wife of the within named bargainor, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained, and did voluntarily and without compulsion or duress from her husband, relinquish her dower and right of dower in the property therein conveyed.

Witness my hand and official seal at office in Nashville, Tennessee, this 7 day of OCT. 1944.

My commission expires 2-24-1945

Notary Public.

REGISTER'S OFFICE
DAVIDSON COUNTY, TENN.
Received for record the 11th day of the within instrument and duly recorded in the Register's Office aforesaid.
Witness my hand at office this 11th day of OCT. 1944.
DEPUTY REGISTER